

Additionally, although US Bank does not believe it creates a conflict of interest or would undermine its independence as the Trustee, I thought it would be prudent to provide you with a summary of the existing relationship between Nextel and US Bank, which is as follows:

- We are a lending institution under Nextel's \$4 billion revolving term loan (which is part of an overall \$6.2 billion credit facility). US Bank's current commitment is \$25 million.

Except as set forth above, US Bank does not now nor does it anticipate during the period it serves as the Trustee that it will engage in any activities or enter into any relationship that would give rise to an apparent conflict of interest or otherwise undermine its independence as the Trustee. Furthermore, during the period it serves as the Trustee, US Bank would not, directly or through its affiliates, increase its aggregate debt financing commitments to Nextel to more than \$35 million (the "\$35MM Threshold") without the consent of the FCC.

For the reasons stated above, US Bank believes it fully meets the requirements to serve as the Trustee, and that it is free from any conflict of interest. However, to the extent the Commission believes US Bank's relationship with Nextel, as described above, may present a potential conflict of interest, US Bank hereby requests a waiver pursuant to paragraph 22 of the *Supplemental Order* to permit it to act as the Trustee on the grounds that these activities will not undermine US Bank's independence as the Trustee. This waiver would be appropriate because US Bank's potential loan commitment of up to the \$35 MM Threshold is less than 1% of the total consolidated debt obligations of Nextel and its subsidiaries, and represents approximately 1/100th of 1% of US Bank's net assets. In addition, US Bank's Corporate Trust Division is regulated by the Office of the Comptroller and Currency (OCC) and follows all OCC guidelines, which include guidelines for avoiding conflicts of interest that may arise between US Bank's corporate trust operations and its commercial operations. The conflict of interest guidelines contained in Appendix A of the Comptroller's Handbook [June 2000] require US Bank to maintain a so-called "Chinese wall" to prevent the passage of material, non-public information between US Bank's trust department and its commercial department.

Finally, as you requested, we are pleased to confirm that, absent FCC approval, US Bank will have no contractual or other right of set off against any funds it may draw from the applicable letter of credit in its capacity as the Trustee.

If I can provide you with any additional information, please feel free to call me at (614) 232-2293.

A copy of this letter will be filed in the public record of this proceeding.

Sincerely,


Michael Dockman
Vice President

Appendix D

JONES DAY

77 WEST WACKER • CHICAGO, ILLINOIS 60601-1692
TELEPHONE: (312) 782-3939 • FACSIMILE: (312) 782-8585

March 7, 2005

Federal Communications Commission
Washington, D.C. 20554

Re: Irrevocable Standby Letter of Credit No. P-622662

Ladies and Gentlemen:

We have acted as special counsel for Nextel Communications, Inc., a Delaware corporation ("Nextel"), in connection with the Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, and Order issued by the Federal Communications Commission and adopted July 8, 2004 and released August 6, 2004 in the matter of Improving Public Safety Communications in the 800 MHz Band (the "Order"). In connection with the Order, JPMorgan Chase Bank, N.A.; Citibank, N.A.; Bank of America, N.A.; The Bank of Nova Scotia; Barclays Bank, Plc; Wachovia Bank, National Association; Société Générale; and Royal Bank of Scotland (collectively, the "Bank") have issued on the date hereof their Irrevocable Standby Letter of Credit No. P-622662 in the aggregate amount of \$2,500,000,000 (the "Letter of Credit") in favor of U.S. Bank National Association (the "Trustee"). The Letter of Credit is being issued to secure Nextel's obligation to pay all costs associated with the band reconfiguration described in the Order. This opinion is delivered to you pursuant to Paragraphs 187, 325 and 344 of the Order. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Order. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent, if any, otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

We have been asked to render an opinion as to whether, in a case under Title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") in which Nextel is the debtor, (i) the bankruptcy court in such case would treat the Letter of Credit or funds issued by the Bank to the Trustee pursuant to a draw in compliance with the terms of the Letter of Credit as property of Nextel's bankruptcy estate under section 541 of the Bankruptcy Code, (ii) the disbursement of funds by the Bank to the Trustee pursuant to a draw in compliance with the terms of the Letter of Credit would constitute a transfer of property of Nextel avoidable and recoverable by a bankruptcy trustee pursuant to sections 547 and 550 of the Bankruptcy Code and (iii) a draw in compliance with the terms of the Letter of Credit or the disbursement of funds by the Bank to the Trustee pursuant to such a draw would constitute a violation of the automatic stay imposed under section 362 of the Bankruptcy Code.

ATLANTA • BEIJING • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS • FRANKFURT • HONG KONG • HOUSTON
IRVINE • LONDON • LOS ANGELES • MADRID • MENLO PARK • MILAN • MOSCOW • MUNICH • NEW DELHI • NEW YORK
PARIS • PITTSBURGH • SAN DIEGO • SAN FRANCISCO • SHANGHAI • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

COI-1284105v8

In preparing our analysis and rendering this opinion, we have assumed:

1. that any payment made by the Bank under the Letter of Credit will be made by the Bank with its own funds, and all provisions of the Letter of Credit shall be complied with;
2. that once issued or reinstated, as the case may be, the Letter of Credit will be irrevocable, and the Bank shall have no right to refuse to honor demands for payment under the Letter of Credit except on the ground that the documents presented fail to comply with the terms of the Letter of Credit; and
3. due authorization, execution, delivery, validity and binding effect of the Letter of Credit, compliance with all of the terms, conditions and provisions of the Letter of Credit, and the requisite power and authority of the Bank to effect the transactions contemplated by the Letter of Credit.

The legal question upon which we opine herein raises issues of both fact and law, and the assumptions made in the preceding numbered paragraphs of this letter concern several of these mixed issues of fact and law.

In making our analysis, and in arriving at the opinions set forth below, we considered reported decisions in Be gier v. Internal Revenue Service, 496 U.S. 53 (1990); Dean v. Davis, 242 U.S. 438 (1917); National Bank of Newport, New York v. National Herkimer County Bank of Little Falls, 225 U.S. 178 (1912); Steel Structures, Inc. v. Star Mfg. Co., 466 F.2d 207 (6th Cir. 1972); Virginia Nat'l Bank v. Woodson, 329 F.2d 836 (4th Cir. 1964); Aulick v. Largent, 295 F.2d 41 (4th Cir. 1961); Smyth v. Kaufman, 114 F.2d 40 (2d Cir. 1940); Feldman v. Capitol Piece Dye Works, Inc., 185 F. Supp. 426 (S.D.N.Y. 1960) rev'd, 293 F.2d 889 (2d Cir.), cert. denied 368 U.S. 948 (1961); In re Iowa Premium Serv. Co., 695 F.2d 1109 (8th Cir. 1982); Grubb v. General Contract Purchase Corp., 18 F. Supp. 680 (S.D.N.Y. 1937), aff'd 94 F.2d 70 (2d Cir. 1938); In re LaFollette Sheet Metal, Inc., 35 B.R. 634 (Bankr. E.D. Tenn. 1983); and In re Twist Cap, Inc., 1 B.R. 284 (Bankr. M.D. Fla. 1979) ("Twist Cap"); and other matters and decisions we believe relevant. The holding of Twist Cap implies that payments received by a beneficiary under a letter of credit may be property of the account party's bankruptcy estate.

We have also, however, considered the post-Twist Cap reported decisions In re PPI Enterprises (U.S.), Inc., 324 F.3d 197 (3d Cir. 2003); In re Graham Square, Inc., 126 F.3d 823 (6th Cir. 1997); In re Air Conditioning, Inc. of Stuart, 845 F.2d 293 (11th Cir. 1988); In re Mayan Networks, Corp., 306 B.R. 295 (9th BAP 2004); In re Hechinger Investment Co., 282 B.R. 149 (D. Del. 2002); In re Page, 18 B.R. 713 (D.D.C. 1982); In re Farm Fresh Supermarket, 257 B.R. 770 (Bankr. D. Md. 2001); In re M. J. Sales & Distributing Co., Inc., 25 B.R. 608 (Bankr. S.D.N.Y. 1982); In re Printing Dept., Inc., 20 B.R. 677 (Bankr. E.D. Va. 1981); In re Prime Motor Inns, Inc., 130 B.R. 610 (Bankr. S.D. Fla. 1991) (collectively, the "Post-Twist Cap Decisions"). See also In re Compton Corp., 831 F.2d 586, 589-90 (5th Cir. 1987), op. on reh'g, 835 F.2d 584 (5th Cir. 1988). The Post-Twist Cap Decisions generally hold or are predicated on a theory that payments under a letter of credit are made with the funds of the bank issuing the

letter of credit and not with any property belonging to the account party. We consider the Post-Twist Cap Decisions to be better reasoned and more persuasive authority than Twist Cap on the question of whether a letter of credit or payments received by a beneficiary under a letter of credit are property of the account party.

We wish to draw to your attention, however, that courts have exercised their equitable powers to temporarily restrain the distribution of the proceeds of a letter of credit. See, e.g., In re Keene Corp., 162 B.R. 935 (Bankr. S.D.N.Y. 1994); In re Delaware Stevedores, Inc., 129 B.R. 38 (Bankr. E.D. Pa. 1991); Wysko Investment Co. v. Great American Bank, 131 B.R. 146 (D. Ariz. 1991); and In re Guy C. Long, Inc., 74 B.R. 939 (Bankr. E.D. Pa. 1987). Although we believe that such restraints are not supported by statute or the weight of case law, and do not purport to expand the scope or effect of the section 362 automatic stay, such actions create a risk for the Trustee that its receipt of payment from funds drawn under the Letter of Credit might be delayed significantly.

In connection with the opinions expressed herein, we have examined such documents, records and matters of law as we have deemed necessary of the purposes of such opinions, including, without limitation, an executed copy of the Letter of Credit.

Based on the foregoing facts, assumptions and legal analysis, it is our opinion that, in a case under the Bankruptcy Code in which Nextel is the debtor, assuming adherence by the bankruptcy court in such case to established principles of bankruptcy law and the weight of case law, including the holdings of the Post-Twist Cap Decisions described above, (i) the bankruptcy court in such case would not treat the Letter of Credit or funds issued by the Bank to the Trustee pursuant to a draw in compliance with the terms of the Letter of Credit as property of Nextel's bankruptcy estate under section 541 of the Bankruptcy Code, (ii) the disbursement of funds by the Bank to the Trustee pursuant to a draw in compliance with the terms of the Letter of Credit would not constitute a transfer of property of Nextel avoidable and recoverable by a bankruptcy trustee pursuant to sections 547 and 550 of the Bankruptcy Code and (iii) neither a draw in compliance with the terms of the Letter of Credit nor the disbursement of funds by the Bank to the Trustee pursuant to such a draw would constitute a violation of the automatic stay imposed under section 362 of the Bankruptcy Code.

The foregoing opinion and its conclusions are premised upon, and limited to, the law in effect as of the date of this letter. We express no opinion, and make no conclusions, as to any future changes in the law, or court decisions that may be rendered that may be applicable to the transactions described herein or any opinions or conclusions relating thereto set forth herein. We express no opinion with respect to Article 5 of the Uniform Commercial Code as adopted by the State of New York or any other jurisdiction. No opinion is given with respect to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication No. 590.

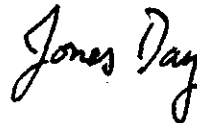
The opinions expressed herein are limited to, and we express no opinion as to the law of any jurisdiction other than, the federal laws of the United States of America.

The opinions expressed herein are subject to general principles of equity (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable defenses, the exercise of judicial discretion and limits on the availability of equitable remedies), whether such principles are considered in a proceeding at law or in equity.

Our opinions are limited to those matters expressly set forth herein, and we express no opinion as to any other matter or by implication. In particular, although without limiting our specific opinions expressed herein, we also express no opinion as to whether Nextel's incurring and securing of liability under any reimbursement agreement related to the Letter of Credit constitutes a preference, fraudulent conveyance or is otherwise avoidable.

This opinion letter and the opinions expressed herein are solely for the benefit of the addressee hereof in connection with the Letter of Credit and the Order and may not be relied on by such addressee for any other purpose or in any manner or for any purpose by any other person or entity.

Very truly yours,

A handwritten signature in cursive script that reads "Jones Day".

Appendix E

March 7, 2005

BY ELECTRONIC FILING

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

**Re: Letter of Cooperation of Nextel Partners, Inc.;
WT Docket No. 02-55**

Dear Ms. Dortch:

Nextel Partners, Inc. ("Nextel Partners") respectfully submits this "Letter of Cooperation," as required by paragraph 344 of the Report and Order ("R&O") in the above-captioned proceeding,¹ as modified by subsequent errata and orders that have been issued by the Commission.²

We are pleased to inform you that Nextel Partners and Nextel Communications, Inc. have reached an agreement regarding their mutual rights and responsibilities with respect to the R&O. With that agreement in place, Nextel Partners hereby confirms its commitment to retune its systems and cooperate in the license swaps and associated actions and procedures necessary to complete reconfiguration of the 800 MHz band as set forth in the R&O.

¹ See *Improving Public Safety Communications in the 800 MHz Band; Consolidating the 800 and 900 MHz Industrial/Land Transportation and Business Pool Channels*, Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, and Order, 19 FCC Rcd. 14969, ¶¶ 325, 344 (2004) ("R&O").

² See *Improving Public Safety Communications in the 800 MHz Band; Consolidating the 800 and 900 MHz Industrial/Land Transportation and Business Pool Channels*, WT Docket No. 02-55, Erratum (rel. Sep. 10, 2004); Second Erratum, 19 FCC Rcd. 19651 (2004); Public Notice, "Commission Seeks Comment on Ex Parte Presentations and Extends Certain Deadlines Regarding the 800 MHz Public Safety Interference Proceeding," 19 FCC Rcd. 21492 (2004); Third Erratum, 19 FCC Rcd. 21818 (2004); Supplemental Order and Order on Reconsideration, 19 FCC Rcd. 24708, ¶ 27 (2004) ("Supplemental Order"); Erratum, WT Docket No. 02-55 (rel. Jan. 19, 2005).

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald J. Manning", with a stylized flourish at the end.

Donald J. Manning
Vice President and General Counsel

cc: Catherine Seidel
Michael Wilhelm
Jeffrey Dygert
Elizabeth Lyle
Geoffrey M. Stearn

Appendix F

March 7, 2005

BY ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: WT Docket No. 02-55

Dear Ms. Dortch:

Nextel Communications, Inc. ("Nextel") respectfully submits the acknowledgment required by paragraphs 87 and 344 of the Report and Order ("R&O") in the above-captioned proceeding, as modified by subsequent errata and orders that have been issued by the Commission.¹

Nextel hereby acknowledges that it has studied the law and the facts and has made its own estimate of the risks that implementation of the R&O may be delayed by judicial review and that the R&O may, in fact, be declared invalid. Nextel further acknowledges that the Commission has not participated in Nextel's assessment and is not privy to it, and does not in any way warrant any of the premises upon which Nextel's assessment may be based. Nextel acknowledges that it has accepted the risk of delay and invalidity resulting from judicial review, and, in the event a court invalidates the R&O, that (a) Nextel would be barred from bringing, and hereby waives any right to bring, a civil action against the government to recover the costs it had incurred up to that point in implementing 800 MHz band reconfiguration, and (b) Nextel would be barred from otherwise seeking, and hereby waives any such right to seek, redress from the government for any claimed injury arising from Nextel's actions taken in connection with the R&O. As clarified in the *Supplemental Order*, however, in such circumstance Nextel and the other affected parties, including, without limitation, the Commission, would not be required to continue to perform their obligations under the R&O.

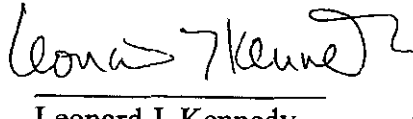
¹ See *Improving Public Safety Communications in the 800 MHz Band; Consolidating the 800 and 900 MHz Industrial/Land Transportation and Business Pool Channels*, Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, and Order, 19 FCC Rcd 14969, ¶¶ 87, 344 (2004) ("R&O"), as amended by Erratum, WT Docket No. 02-55 (rel. Sep. 10, 2004); Second Erratum, 19 FCC Rcd 19651 (2004); Public Notice, "Commission Seeks Comment on Ex Parte Presentations and Extends Certain Deadlines Regarding the 800 MHz Public Safety Interference Proceeding," 19 FCC Rcd 21492 (2004); Third Erratum, 19 FCC Rcd 21818 (2004); Supplemental Order and Order on Reconsideration, 19 FCC Rcd 24708, ¶ 9 (2004) ("Supplemental Order"); and Erratum, WT Docket No. 02-55 (rel. Jan. 19, 2005).



Marlene H. Dortch, Secretary
March 7, 2005
Page 2

Pursuant to paragraph 344 of the *R&O*, this letter is being filed electronically for inclusion in the public record of the above-referenced proceeding.

Sincerely,

A handwritten signature in black ink, appearing to read "Leonard J. Kennedy", with a stylized flourish at the end.

Leonard J. Kennedy
General Counsel

cc: Catherine Seidel
Michael Wilhelm
Jeffrey Dygert
Elizabeth Lyle